

Cherokee Co. Cherokee Co. Sec. Road Empl Assn. 7/1/2004 6/30/2007

COPY

**AGREEMENT
BETWEEN
CHEROKEE COUNTY
AND
CHEROKEE COUNTY SECONDARY ROADS EMPLOYEES**

JULY 1, 2004 TO JUNE 30, 2007

1. BASIC RATE OF PAY

The basic rate of pay for the Three (3) Year Contract period beginning on July 1, 2004, and ending on June 30, 2007, is:

	04/05	05/06	06/07
General Labor:	15.21	15.61	16.06
Operator:	15.41	15.81	16.26
Sign Foreman:	15.56	15.96	16.41
Mechanic:	15.85	16.25	16.70
Tech 1:	14.56	14.86	15.16
Tech 2:	15.06	15.61	16.06
Tech 3:	16.46	16.86	17.31

The starting rate of pay is 90% of the job category rate, unless otherwise agreed to by both the prospective employee and County.

For purposes of this Section, the terms "Tech 1", "Tech 2" and "Tech 3" will be defined as follows:

Tech 1: Employees who are employed as of July 1, 2003 as a Tech 1 and all employees hired after July 1, 2003 to perform Tech 1 duties. In order to advance to the Tech 2 pay classification, employees must work for the Cherokee County Secondary Road Department as a Tech 1 for a minimum of two (2) years and successfully pass the tests required by the Iowa Department of Transportation for road inspection.

Tech 2: Employees who have worked for a minimum of two (2) years for the Cherokee County Secondary Road Department as a Tech 1 and who have successfully passed the tests required by the Iowa Department of Transportation for road inspection.

Tech 3: The employee who is employed as of July 1, 2003 as a Tech 2. Only one (1) Tech 3 position will be established. In order to be employed as a Tech 3, an individual must have either (A) worked for a minimum of five (5) years for the Cherokee County Secondary Road Department as a Tech 1 or Tech 2 and must satisfy the requirements of the Iowa Department of Administrative Services for Construction Technician 2 in effect on February 1, 2004, or (B) worked for a minimum of seven (7) years outside of the

Cherokee County Secondary Road Department and must satisfy the requirements of the Iowa Department of Administrative Services for Construction Technician 2 in effect on February 1, 2004.

2. LONGEVITY PAY

All employees covered by this Contract are eligible for longevity pay as follows:

\$10 per month after 5 years,

\$20 per month after 10 years,

\$30 per month after 15 years,

\$40 per month after 20 years,

assuming continuous employment.

Payment of longevity will be made the third week in December. Years will be counted from and after the anniversary date.

3. SAFETY GLASSES

The employer will pay the full cost of safety glasses, obtained from Dispenser's Optical or Twin City Optical and delivered to the employer. Such cost includes prescription lenses, "photo gray" lenses, and replacement parts. Employees who purchase glasses, or parts for glasses from other sources will pay the full cost thereof themselves. All employees will pay for their examinations.

4. RECRUITMENT AND SELECTION

It is the policy of Cherokee County to provide equal opportunity to all employees and applicants for employment as required by state and federal non-discrimination, Equal Employment and Affirmative action statutes and regulations.

5. HOURS OF WORK

A. NORMAL HOURS OF WORK

The purpose of this Article is intended to define the normal hours of work. All full-time employees shall be guaranteed forty (40) hours of work per week.

B. NORMAL WORK WEEK

Said work week starts Monday at 12:01 A.M., and runs through 11:59 P.M., Sunday.

The guaranteed forty (40) hour work week shall be achieved from Monday 12:01 A.M. through Friday, Midnight.

Normal Summer Hours - 7:00 A.M. - 3:30 P.M.

Normal Winter Hours - 7:30 A.M. - 4:00 P.M.

NOTE: Normal work hours can be changed by the County Engineer or his designee.

C. COMPENSATORY TIME

Compensatory Time will be computed at 1 ½ times the hourly rate. Employees at their own discretion will be able to save up to forty (40) hours of compensatory time or take the pay. Compensatory time shall be taken before June 30, of each year of the contract.

D. BREAK TIME

All employees will be permitted to take a fifteen (15) minute break with pay during every four (4) hour work period. Break should be scheduled as close to the middle of the work period as possible. All employees will be permitted a lunch period of one half (½) hour scheduled as close to the middle of the work day as possible.

E. TRAVEL TIME

Travel time from point of origin to site of work and return shall be considered part of the working day. Point of origin for all workers shall be the respective maintenance building o which each employee is assigned.

6. PAY PERIOD

The Pay Period will be every two weeks. Each week shall be computed separately, as to overtime pay or compensatory time.

7. OVERTIME

A. OVERTIME

Overtime shall be paid for at the rate of 1 ½ times the normal wage. Work performed after forty (40) hours per week, and on Saturday or Sunday of either weekend in the pay

period or a recognized paid holiday will be paid for at 1 ½ times the employees straight time hourly rate. Sick leave and vacation will not be considered in the computation for overtime pay.

B. CALL BACK PAY

An employee who is called back to work other than at the beginning or end of a shift will be compensated for a minimum of two (2) hours at the rate of one and one-half (1 ½) the employee's regular rate of pay.

8. EMPLOYMENT STATUS

A. FULL-TIME EMPLOYEES

Full-time employees are those who work forty (40) hours or more per week for fifty two (52) weeks per year. Vacation, sick leave, holidays and other paid leaves of absence are considered time worked for this purpose.

B. PART-TIME EMPLOYEES

Part-time employees are those who work less than forty (40) hours per week or less than a full year. Part-time employees are not entitled to any of the fringe benefits described in this contract.

9. GRIEVANCE PROCEDURE

A. PROCEDURE

A grievance is defined as a dispute an employee may have with the Employer concerning the interpretation, application, or violation of a specific term of this Agreement by the Employer.

Any oral or written complaint against a Secondary Road Employee turned into a member of the Board of Supervisors shall be given to the County Engineer/Maintenance Superintendent to be handled. To the extent that disclosure is permitted under Iowa Code Section 22.7(18), the name of the person turning in the complaint must also be made available to the County Engineer/Maintenance Superintendent and the person the complaint is being lodged against. This allows the employee to properly defend himself/herself. Except when required by the provisions of the Open Meeting Law, no grievance shall be discussed in the Board of Supervisors meeting unless the Board is in "closed session".

STEP ONE. An employee who claims a grievance shall present such grievance orally to his/her immediate supervisor or designated representative five (5) working days after the occurrence upon which the grievance is based. The immediate supervisor or designated representative shall give his/her oral answer to the grievance within five (5) working days after the grievance was presented to the immediate supervisor or designated representative.

STEP TWO. If the grievance is not settled in Step One, it may be appealed by the employee within seven (7) working days after the answer of the immediate supervisor and/or designated representative. The grievance shall be reduced to writing, signed by the aggrieved employee and shall specifically state the facts and the section of the Agreement alleged to have been violated. The written grievance shall be promptly submitted to the County Engineer and/or designated representative who shall give an answer in writing to the employee and/or Union representative within seven (7) working days after the grievance has been presented to the County Engineer.

STEP THREE. If the grievance is not settled in Step Two, it may be appealed to arbitration by the Association by written notice of a request for arbitration submitted to the County Engineer within thirty (30) calendar days after the receipt of the Employer's Step Two answer. Said written notice shall be signed by a representative of the Association, and shall state the specific section of the Agreement which is to be considered by the arbitrator. When a timely request has been made for arbitration, a representative of the Employer and a representative of the Union shall attempt to select a mutually agreeable arbitrator to hear and decide upon the grievance. If the representatives of the parties are unable to agree upon the selection of an arbitrator within fifteen (15) calendar days of the Employer's receipt of the arbitration notice, the parties shall jointly request the Iowa Public Employment Relations Board or Federal Mediation and Conciliation Service to submit a list of seven (7) arbitrators. Upon receipt of the list, the parties' designated representatives, with the moving party striking first, shall alternately strike a name from the list, and the seventh and remaining person shall act as the arbitrator, whose decision will be final.

On an individual case basis, the time limits can be extended by mutual written agreement.

B. TIME LINES

The failure of an employee or the Association to timely present a grievance claim or to appeal a grievance to the next Step within the applicable times specified herein shall bar an employee or the Association from appealing the grievance further, and any such grievance shall be considered as settled on the basis of the Employer's last answer.

The failure of the Employer to reply within the applicable times specified herein shall be deemed a denial of the grievance which may then be appealed to the next Step.

The arbitration hearing shall be scheduled not later than sixty (60) days following the date on which the request for arbitration was submitted to the Engineer. The sixty (60) day deadline may be waived if mutually agreed to by the parties.

C. AUTHORITY OF ARBITRATOR

An arbitrator selected pursuant to the provisions of Step Three shall schedule a hearing on the grievance and, after hearing such evidence as the parties desire to present, shall render a written decision and award. The arbitrator shall have no authority to add to, ignore, nullify, subtract from, modify, or amend any terms of this Agreement. A decision of the arbitrator, within the scope of his/her authority, shall be final and binding upon the Employer, the Association, and the aggrieved employee. The arbitrator may not hear more than one (1) grievance unless the presentation of more than one (1) grievance is mutually agreed to by the Employer and the Association.

D. COSTS OF ARBITRATION

The Employer and the Association will share equally any joint costs of the arbitration procedure, such as the fees and expenses of the arbitrator and a court reporter and the costs of a hearing room and transcript. Any other expenses shall be paid by the party incurring them, which includes the party's preparation and presentation.

E. PRIVATE HEARINGS

All grievance and arbitration hearings are to be held in private and are not open to the public.

10. LEAVES OF ABSENCE

A. VACATION LEAVE

Full-time employees will earn vacation leave as follows: (1) after one (1) year of continuous employment, five (5) working days per year; (2) after two (2) years of continuous employment, ten (10) working days per year; (3) after five (5) years of continuous employment, fifteen (15) working days per year; and (4) after fifteen (15) years of continuous employment, twenty (20) working days per year. All accrued vacation leave shall be taken during the anniversary year following the anniversary date of employment, except that up to ten (10) days of vacation may be carried over to the next anniversary year provided they are used not later than thirty (30) calendar days following the employee's anniversary date. Scheduling of vacations is subject to the approval of the County Engineer. He will make every reasonable attempt to ensure that employees receive vacation leave when they desire it. But the employer retains the right to require the re-scheduling of vacation leaves.

An observed holiday occurring during an employee's vacation will not be considered a day of vacation.

An employee will be paid for all vacation leave accrued and not taken, if the employee is terminated or retires.

B. HOLIDAYS

The following holidays will be observed by the employer:

- (1) New Year's Day
- (2) President's Day (third Monday in February)
- (3) Memorial Day (last Monday in May)
- (4) Independence Day
- (5) Labor Day
- (6) Veteran's Day
- (7) Thanksgiving Day
- (8) Friday following Thanksgiving Day
- (9) Christmas Day

If a holiday falls on Sunday, it will be observed on the following Monday.

If a holiday falls on Saturday, it will be observed on the preceding Friday.

Other holidays will be observed on the day on which they fall.

C. SICK LEAVE

Full-time employees earn sick leave at the rate of fourteen (14) working hours per month of employment. The maximum accumulation of sick leave is one hundred (100) working days, which includes eight hundred (800) hours for forty (40) hour per week employees.

An employee may use up to twenty-four (24) hours per contract year of accrued sick leave when a member of the employee's family is ill or injured. When used for purposes of family illness or injury, sick leave shall be used in increments of four (4) hours. For purposes of this Article, the term family shall be defined to mean the employee's spouse, children living in the employee's household, and parents.

Except in cases of serious, confining illnesses, certified by a physician, sick leave will not be paid when it is taken on days before or immediately following holidays. The employer reserves the right to require a physician's signature, or to obtain other evidence, supporting absences due to sickness.

Employees who become ill are responsible for notifying the County Engineer, or their immediate supervisor, as soon as practicable, and are responsible for notifying the person contacted of the anticipated length of absence from work. Employees are required to call in each day that they are absent from work due to illness or injury. When sick leave is used for preplanned dental, optical or medical examination or treatment, employees will give prior notification of absence.

Sick leave is not to be used as vacation time. Employees who abuse sick leave or who use it for purposes other than those for which it is intended, will reimburse the employer for benefits paid and will be subject to disciplinary action including discharge.

To the extent that it is available, sick leave may be used for an on-the-job injury or disability. When worker compensation benefits are provided to an employee, the employee shall have the option of either accepting only the worker compensation benefits or of supplementing the worker compensation benefits by being paid the difference between the amount of worker compensation and the employee's regular salary. If an employee chooses to supplement worker compensation benefits, the employee's sick leave credits will be reduced. Only the amount paid by as salary by the County shall be deducted from sick leave credits. The amount of the deduction shall be calculated by dividing the amount of the County's salary payment by the employee's hourly rate of pay.

D. FUNERAL LEAVE

An employee will be granted a paid leave of absence in the case of death of a member of his immediate family, friend, or fellow employee as described below. The leave will not be granted unless the employee immediately notifies his supervisor of the death and requests the leave. This leave will not be charged against sick leave or vacation leave. Specific periods of funeral leave will be as follows:

1. Death of wife, husband, mother, father, brother, sister, son, daughter:

Not more than five (5) consecutive calendar days.

2. Death of mother-in-law, father-in-law, daughter-in-law, son-in-law, brother-in-law, or sister-in-law:

Not more than three (3) calendar days.

3. Death of grandparent or grandchild:

Not more than one (1) calendar day.

4. Death of a fellow employee, or to fulfill duties as a pallbearer:

One (1) calendar day, at the discretion of the County Engineer.

5. The above leave periods may be extended under extenuating circumstances if application is made by an employee and approved by the County Engineer.
6. All other funeral leaves will be at the discretion of the County Engineer.

E. PERSONAL LEAVE

An employee, upon written application and for reasonable cause, may be granted a leave of absence without pay for not more than six (6) months. A request will state the reasons for the leave and dates included.

An employee on an unpaid leave of absence will be entitled to return to his former job, unless he is medically unable to perform the duties of that job upon his return. An employee will not accumulate seniority, vacation benefits, or sick leave benefits for that portion of an unpaid leave of absence in excess of thirty (30) days.

F. JURY DUTY

A full-time employee who is selected for jury duty will receive a paid leave of absence for the time he spends on such duty. Employees who are released from jury by 12:00 Noon are required to report for work that afternoon, and night-shift personnel are required to report for work at the beginning of their shifts. Employees who receive compensation for jury duty shall reimburse the County Treasurer in said amount, excepting their reimbursement for mileage.

G. LEAVES OF ABSENCE - INVOLUNTARY

An employee off work for a period of time sufficient to exhaust accumulated sick leave, compensatory time, and vacation time shall automatically be placed on an involuntary leave of absence. While in this status, Cherokee County shall continue to pay employee's and dependent's health insurance premium. The employee shall pay the additional premium if they have elected to upgrade the Life Insurance from term to permanent and the total premium for any other policies which the employee may have elected to carry and are currently paying by payroll deduction. The employee shall not accumulate seniority, vacation, sick leave or be paid for legal holidays which occur during this period.

An employee on an involuntary leave of absence may return to work anytime during the six (6) month period without loss of longevity, provided a written doctor's certification of ability to work is furnished the employer. An employee not able to work prior to the expiration of the six (6) month period shall be automatically terminated. A terminated

employee will be rehired as a new employee at his or her request and certification of ability.

11. INSURANCE BENEFITS

A. PREMIUM PAYMENT

The Employer agrees to pay the total single premium for each eligible regular full-time employee for the health and major medical group of the Employer's choice. The Employer will pay the total premium to provide dependent coverage for all regular full-time employees hired by the County prior to July 1, 1991. Effective July 1, 2004, the Board will pay forty per cent (40%) of the premium for family health insurance coverage for employees who were hired on or after July 1, 1991 and who elect to have family health insurance coverage.

Employees will be responsible for the payment of all deductible and co-insurance payments under the governing plan, with benefits equivalent to Wellmark Plan 9. The existing reserve fund that was created for the payment of deductible and co-insurance expenses will be terminated effective July 1, 2004.

The insurance program referred to in this contract shall be subject to all terms and conditions of the contract with the insurance carrier(s) selected by the Employer.

B. HEALTH INSURANCE

Full-time employees and their families will be covered by the Blue Cross-Blue Shield health care program or any company with comparable coverage maintained by the employer. The program is described fully in the brochure which all employees will receive. The amount of coverage shall not decrease for the duration of this contract.

C. ACCIDENTAL DEATH INSURANCE

The health care program includes a \$20,000.00, 24-hour on-and-off-the-job accidental death benefit for all full-time employees.

D. LIFE INSURANCE

The County will pay 100% of the premium for a group term life insurance plan which will provide \$10,000 of life insurance coverage for each full-time employee.

12. PAYROLL DEDUCTION

All full-time employees, by a majority vote of the union, are eligible to participate in a payroll deduction plan. Said deduction is to be taken from the employee's first paycheck each month and paid directly to the Cherokee County Secondary Road Employee's Association Union Bank Account by direct deposit. If the present custodian of said funds ceases in that capacity, the union shall replace said custodian with another qualifying custodian immediately upon cessation of the present custodian.

13. STAFF REDUCTION PROCEDURES

A. CLASSIFICATION

For purposes of staff reduction, employees shall be classified as follows: General Labor/Truck Driver, Operator, and Mechanic.

B. LAYOFF PROCEDURES

In the event the Employer determines that employees will be laid off, employees will be laid off by classification. Within the classification of employees, the Employer shall first lay off all part-time employees. If the Employer determines that there should be additional layoffs, the employee with the least seniority in the job classification affected shall be the first removed. The employee removed can then replace the least senior employee in another job classification, provided he/she has the qualifications, ability to perform, and physical fitness to perform the work.

For purposes of this Section, the term "seniority" shall be defined to mean a full-time employee's continuous length of employment with the County from the employee's initial date of employment as a full-time employee. Part-time employees shall not have or acquire seniority.

C. NOTIFICATION

Those employees to be laid off will be notified as soon as possible. Laid off employees shall advise the Employer of their current addresses during layoff. If the Employer desires to recall employees, such employees shall be recalled in the inverse order of layoff.

D. RECALL PROCEDURES

If the Employer desires to recall employees, such employees shall be recalled in the inverse order of layoff. Laid off employees shall have recall rights for 9 months from the effective date of their layoff. The Employer shall notify an employee of his/her recall in

16. PART-TIME AND TEMPORARY EMPLOYEES

The employer agrees that it will not hire part-time and/or temporary employees for the purpose of eroding the bargaining unit.

17. TRANSFER PROCEDURES

A. Eligibility

A "transfer" is defined as a movement of an employee from one job classification in the bargaining unit to another on a permanent basis.

B. Voluntary Transfer Procedures

If the County decides to fill a vacancy, the County will post the vacancy for seven (7) calendar days. Within this seven-day period, qualified bargaining unit employees may apply for the position.

If two or more qualified bargaining unit employees apply for the position, the County will select the applicant who, in its sole discretion, is most qualified for the position. If only one qualified bargaining unit employee applies for the position, the County may, in its sole discretion, either award the position to the qualified bargaining unit applicant or may seek additional applicants from outside the bargaining unit, and then select the applicant who, in its sole discretion, is most qualified for the position.

If the County awards a position to a bargaining unit employee, the employee will serve a six-month probationary period in the new position. If the County, in its sole discretion, determines that the employee's performance in the new position is not satisfactory, then the employee will be returned to his/her former position.

C. Effect of Transfer on Employee's Status and Benefits

If the County selects a non-probationary bargaining unit member to fill a vacancy, then the employee's pay for the position will be the regular rate of pay and the employee will continue to receive the benefits provided to non-probationary employees. If the County selects a probationary bargaining unit member to fill a vacancy, then the employee's pay for the position will be the starting rate of pay and the employee will continue to receive the benefits provided to probationary employees.

18. DURATION

This Agreement shall be in full force and effect from July 1, 2004, and shall continue until its expiration on June 30, 2007.

Written notice for renegotiation shall be served by September 15, 2006. Should either party desire to modify, amend or terminate this Agreement, written notice must be served on the other party not less than sixty (60) days before November 13, 2006.

CHEROKEE COUNTY

By: Ronald Wecherell
Chairman,
Board of Supervisors

Date 4-13-04

CHEROKEE COUNTY SECONDARY ROADS
COLLECTIVE BARGAINING UNIT

By: Mark Jones
Officer of Cherokee County
Secondary Roads Collective
Bargaining Unit

Date: 5-12-04